

Approved by OMB
3060-0589
Expires 4-28-97

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 FM BRANCH

PAYOR INFORMATION

ITEM #1 INFORMATION

ITEM #2 INFORMATION

CREDIT CARD PAYMENT INFORMATION

FCC FORM 159
April 1994

SOUTHMAYD & MILLER

1220 Nineteenth Street N.W.
Suite 400
Washington, D.C. 20036
Telephone (202) 331-4100
Telecopier (202) 331-4123

November 8, 1996

VIA COURIER DELIVERY

Federal Communications Commission
Mass Media Services
P.O. Box 358350
Pittsburgh, Pennsylvania 15251-5350

Dear Sirs;

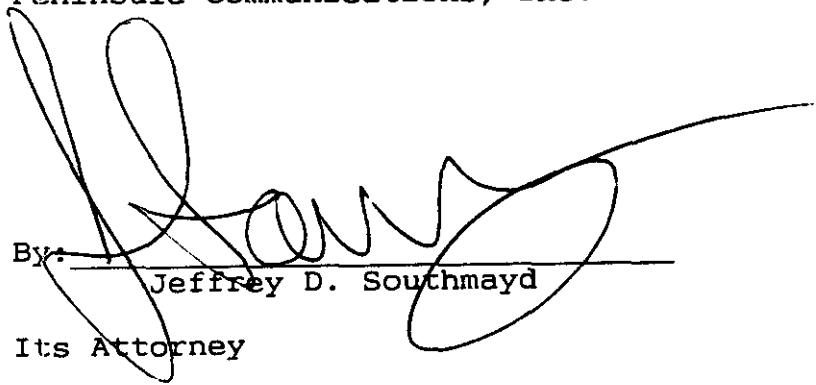
Transmitted herewith, in triplicate, on behalf of Peninsula Communications, Inc. is an FCC Form 345 application seeking the assignment of the license for FM translator K285EF, Kenai, Alaska, to Coastal Broadcast Communications, Inc.

The application is accompanied by a check in the amount of \$100.00 in payment of the processing fee.

Please contact the undersigned should you have any questions regarding this matter.

Very truly yours,

Peninsula Communications, Inc.


By: _____
Jeffrey D. Southmayd
Its Attorney

Enclosures

DA-17-7611412

FCC/MELLON NOV 08 1996

United States of America
Federal Communications Commission
Washington, D.C. 20554

Approved by OMB
3060-0075
Expires 8/31/90

For Commission Use Only
File No.

**APPLICATION FOR TRANSFER OF CONTROL OF A CORPORATE LICENSEE OR PERMITTEE, OR ASSIGNMENT OF LICENSE OR PERMIT,
FOR AN FM OR TV TRANSLATOR STATION, OR A LOW POWER TELEVISION STATION**
(Carefully read instructions before filling out Form — RETURN ONLY FORM TO FCC)

Section 1 Assignor/Transferor

1. Application for: (check only one box for A and B.)

A ☒ Consent to assignment
☐ Consent to transfer of control

B. For a ☐ TV translator
☐ Low power TV station
☒ FM translator

2 Name of Assignor/Transferor
Peninsula Communications, Inc.

Street Address (or other identification)

66140 Diamond Ridge Road

Telephone No
(Include Area Code)

(907) 235-7551

City

State

ZIP Code

Homer AK 99603

3 Authorization which is proposed to be assigned or transferred:

(a) Call letters

(b) Location

K285EF

Kenai, AK

4 NOTE: Where the licenses or permits have been granted to entities claiming preferences in the lottery selection process, the license or permit must ordinarily be held for a period of at least one year from the beginning of program tests

Is the assignor or transferor in compliance with this requirement?

☒ YES ☐ NO

If No, attach as Exhibit No _____ an appropriate showing. (See Section 73.3597 of the Commission's Rules)

5 Call letters of any auxiliary stations which are to be assigned.

N/A

6 Attach as Exhibit No. 1 a copy of the contract or agreement to assign the property and facilities of the station. If there is only an oral agreement, reduce the terms to writing and attach. The material submitted must include the complete agreement between the parties.

7. State in the attached Exhibit No. n/a whether the assignor, or any partner, officer, director, member of the assignor's governing board or any stockholder owning 10% or more of the assignor's stock has had any interest in or connection with any dismissed and/or denied application; or any FCC license that has been revoked.

The Exhibit should include the following information

- (a) name of party with such interest;
- (b) nature of interest or connection, giving dates;
- (c) call letters or file number of application, or docket number;
- (d) location

FCC 345
October 1987

8. Since the filing of the assignor's/transferor's last renewal application for the authorization being assigned or transferred, or other major application has an adverse finding been made, a consent decree been entered or adverse final action been approved by any court or administrative body with respect to the assignor/transferor or any partner, officer, director, member of the assignor's governing board or any stockholder owning 10% or more of assignor's/transferor's stock, concerning any civil or criminal suit, action or proceeding brought under the provisions of any federal, state, territorial or local law relating to the following: any felony, lotteries; unlawful restraints or monopolies; unlawful combinations; contracts or agreements in restraint of trade; the use of unfair methods of competition; fraud; unfair labor practices; or discrimination?

☐ YES ☒ NO

If Yes, attach as Exhibit No. n/a a full description, including identification of the court or administrative body, proceeding by file number, the person and matters involved, and the disposition or current status of the matter.

CERTIFICATION

Has or will the assignor/transferor comply with the public notice requirement of Section 73.3580 of the rules?

☒ YES ☐ NO

The ASSIGNOR/TRANSFEROR acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The ASSIGNOR/TRANSFEROR represents that this application is not filed by it for the purpose of impeding, obstructing, or delaying determination on any other application with which it may be in conflict.

In accordance with Section 1.65 of the Commission's Rules, the ASSIGNOR/TRANSFEROR has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.

**WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT
U.S. CODE, TITLE 18, SECTION 1001**

I certify that the assignor's/transferor's statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated this 4 day of November, 1996.

Peninsula Communications, Inc.

Name of Assignor/Transferor

David F. Becker

Signature

President

Title

1. Name of Assignee/Transferee

COASTAL BROADCAST
COMMUNICATIONS, INC.

Street Address (or other identification)

17505 Meadow Creek Drive

Telephone No.
(Include Area Code)

(907) 694-3985

City

State

ZIP Code

Eagle River

AK

99577

2. Assignee/Transferee is: (check one of the following)

- ☐ an individual ☐ a general partnership ☐ a limited partnership ☒ a corporation
☐ other (explain)

3. If the applicant is an unincorporated association or a legal entity other than an individual, partnership or corporation, describe in attached Exhibit No. _____ the nature of the applicant.

4. (a) Is the applicant in compliance with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments?

☒ YES ☐ NO

(b) Will any funds, credit, or other consideration for construction, purchase or operation of the station be provided by aliens, foreign entities, domestic entities controlled by aliens, or their agents?

☐ YES ☒ NO

If Yes, provide particulars as attached Exhibit No. _____

5. (a) Has an adverse finding been made, adverse final action taken or consent decree approved by any court or administrative body as to the applicant or any party to the application in any civil or criminal proceeding brought under the provisions of any law related to the following: any felony; lotteries, unlawful restraints or monopolies; unlawful combinations, contracts or agreements in restraint of trade; the use of unfair methods of competition; fraud; unfair labor practices; or discrimination? (See instruction 9 for the definition of a "party" to this application.)

☐ YES ☒ NO

(b) Is there now pending in any court or administrative body any proceeding involving any of the matters referred to in 5.(a)?

☐ YES ☒ NO

If the answer to (a) or (b) above is Yes, attach as Exhibit No. _____ a full disclosure concerning the persons and matters involved, identifying the court or administrative body and the proceeding (by dates and file numbers), stating the facts upon which the proceeding was based or the nature of the offense committed, and disposition or current status of the matter.

6. The applicant certifies that sufficient net liquid assets are on hand or available from committed sources to consummate the transaction and operate the facilities for three months.

☒ YES ☐ NO

7. The applicant certifies that:

- (a) it has a reasonable assurance of present commitments from each donor, from each party agreeing to furnish capital, from each bank, financial institution or others agreeing to lend funds, and from each equipment supplier agreeing to extend credit;
(b) it has determined that a reasonable assurance exists that all such sources (excluding banks, financial institutions and equipment suppliers) have sufficient net liquid assets to meet these commitments; and
(c) it can and will meet all contractual requirements as to collateral, guarantees, and capital investment or donations.

☒ YES ☐ NO

FOR LOW POWER TELEVISION APPLICANTS ONLY

~~Low power television stations must offer a broadcast program service (a nonprogram service is not permitted). Attach as Exhibit No. _____ a brief description, in narrative form, of the proposed program service.~~

~~9. Does the low power television applicant propose to employ five or more full time employees?~~

~~☐ YES ☐ NO~~

~~If the answer is Yes, the applicant must include an EEO program called for in the separate Five Point Model EEO Program (attached).~~

CERTIFICATION

THE ASSIGNEE/TRANSFEREE hereby waives any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and requests an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)

The ASSIGNEE/TRANSFEREE acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The ASSIGNEE/TRANSFEREE represents that this application is not filed by it for the purpose of impeding, obstructing or delaying determination on any other application with which it may be in conflict.

In accordance with Section 1.65 of the Commission's Rules, the ASSIGNEE/TRANSFEREE has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT
U.S. CODE, TITLE 18, SECTION 1001

I certify that the assignee's/transferee's statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated this 4 day of November, 19 96

COASTAL BROADCAST COMMUNICATIONS, INC.

Name of Assignee/Transferee

David R. DeChamone

Signature

President

Title

United States of America
Federal Communication Commission
Washington, D.C. 20554

MODEL EEO PROGRAM

1. Name of Applicant		Street Address	
COASTAL BROADCAST COMMUNICATIONS, INC.		17505 Meadow Creek Drive	
City	State	Zip Code	Telephone No. (Include Area Code)
Eagle River	Alaska	99577	(907) 694-3985

2. This form is being submitted in conjunction with:

☐ Application for Construction Permit
for New Station

☒ Application for Assignment of License

☐ Application for Transfer of Control

(a) Call letters (or channel number or frequency)

(b) Community of License

City

State

INSTRUCTIONS

Applicants seeking authority to construct a new low power television broadcast station, applicants seeking authority to obtain assignment of the construction permit or license of such a station, and applicants seeking authority to acquire control of an entity holding such construction permit or license are required to afford equal employment opportunity to all qualified persons and to refrain from discriminating in employment and related benefits on the basis of race, color, religion, national origin or sex. See Section 73.2080 of the Commission's Rules. Pursuant to these requirements, an applicant who proposes to employ five or more fulltime station employees must establish a program designed to assure equal employment opportunity for women and minority groups (that is, Blacks not of Hispanic origin, Asians or Pacific Islanders, American Indians or Alaskan Natives and Hispanics.) This is submitted to the Commission as the Model EEO Program. If minority group representation in the available labor force is less than five percent (in the aggregate), a program for minority group members is not required. In such cases, a statement so indicating must be set forth in the EEO model program. However, a program must be filed for women since they comprise a significant percentage of virtually all area labor forces. If an applicant proposes to employ less than five fulltime employees, no EEO program for women or minorities need be filed.

Guidelines for a Model EEO Program and a Model EEO Program are attached.

NOTE: Check appropriate box, sign the certification below and return to FCC:

☒ Station will employ less than 5 fulltime employees; therefore no written program is being submitted.

☐ Station will employ 5 or more fulltime employees. Our 5 point program is attached.

CERTIFICATION

I certify that the statements made herein are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated this 4th day of November, 19 96

David L. Buchanan
Signature

President
Title

**WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT
U.S. CODE, TITLE 18, SECTION 1001**

EXHIBIT NO. 1

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT

THIS AGREEMENT, is made and entered into as of this 4 day
of November, 1996, by and among COASTAL BROADCAST
COMMUNICATIONS, INC., an Alaska
corporation ("Buyer"), having an address at 17505 Meadow Creek
Drive, Eagle River, Alaska, and Peninsula Communications, Inc.,
an Alaska corporation ("Seller"), having an address at P.O. Box
109, Homer, Alaska.

WITNESSETH:

WHEREAS, Seller holds certain licenses, permits and
authorizations issued by the Federal Communications Commission
(the "Commission" or the "FCC") for the operation of certain
commercial FM radio translator stations situated within the State
of Alaska as more particularly described herein in Section 1 (k)
below (collectively referred to as the "Stations"); and

WHEREAS, Seller desires to assign and Buyer desires to
accept an assignment of all the licenses, permits and
authorizations issued by the Commission, and other assets used
and useful, to operate the Stations; and

WHEREAS, said licenses, permits and authorizations may not
be assigned without the prior authorization of the Commission.

NOW THEREFORE, in consideration of the foregoing premises
and the mutual promises herein, the parties, intending to be
legally bound, subject to the prior approval of the Commission
and subject to the terms and conditions set forth herein,
mutually agree as follows:

SECTION 1

DEFINITIONS.

For purposes of this Agreement, the following words or terms shall have the definitions indicated below:

(a) "Assignment Applications" means the applications to the Commission requesting its written consent to the assignment of the Commission Authorizations from Seller to Buyer.

(b) "Buyer's Closing Documents" means the documents and instruments listed and described in Section 7 hereof.

(c) "Closing" means the performance of all acts, fulfillment of all conditions, and execution of all documents and instruments, including but not limited to the documents referred to in this Agreement, as may be necessary to effectively transfer the Assets from Seller to Buyer and to consummate all other transaction hereby contemplated and herein agreed to, on the closing date.

(d) "Closing Date" means 9:00 a.m. on the tenth (10th) business day after the date upon which the approval of the Commission required for the consummation of the transactions contemplated herein shall have become a Final Order. The Closing Date may take place before such Commission approval has become a Final Order at the option of the Buyer, but the parties recognize and agree that either party may terminate this transaction should the Closing not take place before December 31, 1997.

(e) "Closing Place" means the offices of Seller's FCC

counsel in Washington, D.C., or such other place to be mutually agreed upon by Seller and Buyer.

(f) "Commission" or "FCC" means the Federal Communications Commission.

(g) "Commission Authorizations" means all licenses, permits and authorizations issued or granted by the Commission for the operation of, or used in connection with the operation of the Stations, which are listed on Exhibit A attached hereto and made a part hereof, together with any additional or modified authorizations issued between the date hereof and the Closing Date, and any applications to the Commission pertaining to the Stations submitted prior to the Closing Date.

(h) "Final Order" means a published order or other published action by the Commission granting its consent to the assignment of the Commission Authorizations by Seller to Buyer without any conditions adverse to Buyer, except such conditions as Buyer may agree to accept, and as to which order or other action: (i) the time for filing a request for agency reconsideration or judicial review or for the Commission's review of staff action or other appeal, protest, request for stay, or petition for rehearing, reconsideration, or review shall have expired, and (ii) no litigation is pending that would block or bar the transactions contemplated hereby, including the assignment of Commission Authorizations by Seller to Buyer.

(i) "Other Authorizations" means all franchises, permits, and authorizations issued by any administrative body or licensing

authority or governmental or regulatory agency (other than the Commission), used or useful in connection with the operation of the Stations, which are listed on Exhibit B attached hereto and made a part hereof, together with any additional or modified authorizations pertaining to the Stations or the operation thereof, including any such authorizations issued between the date hereof and the Closing Date, and any applications or any such authorizations pertaining to the Stations before any administrative body or licensing authority or governmental or regulatory agency (other than the Commission) between the date hereof and the Closing Date.

(j) "Seller's Closing Documents" means the documents and instruments listed and described in Section 6 hereof.

(k) "Stations" means the following commercial FM translator stations:

K257DB Anchor Point/Seldovia, AK
K265CK Kachemak City, AK
K272CN Homer, AK
K272DG Seward, AK
K285EG Seward, AK
K285AA Kodiak, AK
K274AB Kodiak, AK
K283AB Soldatna, AK
K285EP Kenai, AK

including without limitation, all personal property owned by Seller and used and/or useful in the operation of the Stations, the Commission Authorizations and Other Authorizations, franchises, business, and assets (tangible and intangible) as specified in the Exhibits appended hereto.

(l) "Other Terms". All terms defined in the other Sections

of this Agreement shall have the meaning ascribed to them in those Sections.

SECTION 2

ASSETS TO BE SOLD

2.1 Included Assets. On the Closing Date, Seller shall sell, assign, transfer, convey, set over, and deliver to Buyer, and Buyer shall purchase and/or accept assignment of, the permit, and such other assets as Seller may have acquired, including but not limited to the following (hereinafter collectively the "Assets"):

(a) The Commission Authorizations and Other Authorizations;

(b) All leases, lease options in real property owned or held by Seller and used and/or useful in connection with the proposed operation of the Stations as more particularly described in Exhibit C hereto (hereinafter collectively the "Real Property");

(c) All right, title and interest of Seller in and to any intangible property of Seller used or useful in the operation of, or otherwise pertaining to, the Stations as more particularly described in Exhibit D hereto (hereinafter collectively the "Intangibles");

(d) All tangible personal property owned or held by Seller and used and/or useful in the operation of the Stations as more particularly described on Exhibit E hereto (hereinafter collectively the "Tangible Assets").

2.2 Transfer of Assets. All of the Assets shall be transferred to Buyer free and clear of all debts, liens, security

interests, mortgages, trusts, claims, or any other liabilities or encumbrances whatsoever.

2.3 Excluded Assets. It is expressly understood and agreed that the Assets shall not include cash, or similar type investments, such as certificates of deposit, Treasury Bills and other marketable securities.

2.4 Limitations. Buyer shall not assume or be deemed to assume, under this Agreement, or otherwise by reason of the transactions contemplated hereby, any liabilities, obligations or commitments of Seller of any nature whatsoever.

SECTION 3

PURCHASE PRICE

In consideration of Seller's performance of this Agreement, and the sale, assignment, transfer, conveyance, setting over, and delivery of the Assets as defined hereinabove to Buyer, the purchase price (the "Purchase Price") to be paid by Buyer for the Assets to be sold and assigned hereunder shall be One hundred Thousand Dollars (\$100,000.00). The Purchase Price shall be payable in 240 equal monthly installments of principal and interest over a period of twenty years pursuant to the terms of a promissory note bearing interest at the annual rate of six percent (6%) and otherwise in substantially the form attached hereto as Exhibit F. The first monthly payment shall be due and payable on the Closing Date and subsequent payments shall be due and payable on a monthly basis commencing thirty days from the Closing Date.

SECTION 4

APPLICATION TO AND CONSENT BY COMMISSION

4.1 Commission Consent. Consummation of the purchase and sale provided for herein and the performance of the obligations of Seller and Buyer under this Agreement are subject to the condition that the Commission shall have given its consent in writing, without any condition adverse to Buyer, to the assignment of the Commission Authorizations to the Buyer on or before December 31, 1997. The parties recognize and agree that time is of the essence in this transaction and should Commission approval not be given for this transaction on or before December 31, 1997, either party, in their sole discretion, may terminate this Agreement.

4.2 Application for Commission Consent.

(a) Seller and Buyer agree to proceed expeditiously and with due diligence, to use their best efforts and to cooperate with each other in seeking the Commission's approval of the transactions contemplated hereunder. Within ten (10) business days after the execution of this Agreement, Seller shall file with the Commission the Assignment Applications and all information, data, statements, exhibits and other materials necessary and proper in connection with such Assignment Applications, including a copy of this Agreement. Buyer agrees to timely provide Seller with all information, data, statements, exhibits and other materials necessary and proper in connection

with such Assignment Applications. Each party further agrees expeditiously to prepare and to provide information and/or amendments to the Assignment Applications whenever such information and/or amendments are required by the Commission or its rules.

(b) Except as otherwise provided herein, each party will be solely responsible for the expenses incurred by it in the preparation, filing and prosecution of its respective portion of the Assignment Applications, provided, however, the parties will equally share the cost of all filing and grant fees imposed by the Commission in connection with the Assignment Applications.

4.3 Public Notice Of Applications. Seller shall, at its expense, give public notice of the filing of the Assignment Applications as required by Section 73.3580 of the Commission's rules.

4.4 Control of Stations. This Agreement shall not be consummated until after the Commission has given its written consent thereto, and between the date of this Agreement and the Closing Date, Buyer shall not directly or indirectly control, supervise or direct, or attempt to control, supervise or direct the operation of the Stations. Such operation shall be the sole responsibility of the Seller.

SECTION 5

CONDITIONS FOR CLOSING

5.1 Conditions Precedent to Obligations of Buyer. The obligations of the Buyer under this Agreement are subject to the

satisfaction of each of the following express conditions precedent (provided that Buyer may, at its election, waive any of such conditions on the Closing Date, notwithstanding that such condition is not fulfilled) on the Closing Date:

(a) The Final Order of the Commission shall be in effect, unless this condition is waived by Buyer;

(b) Seller shall have delivered to Buyer the Seller's Closing Documents as described in Section 6 below;

(c) Seller's Closing Documents will convey to Buyer good and marketable, and indefeasible title to all of the Assets, free and clear of liens, charges, and encumbrances;

(d) Seller shall be the holder of the Commission Authorizations and Other Authorizations;

(e) Seller shall have taken all corporate and other action necessary to authorize and to consummate this transaction; and

(f) There shall not be pending or threatened on the Closing Date any action by the Commission or any court or other governmental or regulatory authority to revoke, refuse to renew, or modify to Buyer's detriment any of the Commission Authorizations or the Other Authorizations and the Station on the Closing Date shall be in compliance with said Commission Authorizations, the Communications Act of 1934, as amended, and the rules and regulations of the Commission, in all material respects, except as to which Buyer is aware at the Closing.

5.2 Conditions Precedent to Obligation of Seller. The performance of the obligations of the Seller under this Agreement

is subject to the satisfaction of each of the following express conditions precedent (provided that Seller may, at its election, waive any of such conditions at Closing, notwithstanding that such condition is not fulfilled) on the Closing Date:

- (a) The Final Order of the Commission shall be in effect;
- (b) Buyer shall have taken all necessary corporate action to authorize and to consummate this transaction;
- (c) Buyer shall deliver to Seller on the Closing Date the Buyer's Closing documents as described in Section 7 hereof and the Purchase Price and promissory note required to be delivered by Buyer pursuant to Section 3 hereof; and
- (d) Buyer shall not be subject to any order by the Commission or any Court, administrative body or licensing authority having jurisdiction, restraining or prohibiting the consummation of the transactions contemplated herein.

SECTION 6

SELLER'S OBLIGATIONS AT CLOSING

At the Closing, Seller shall deliver to Buyer the all deeds, bills of sale, endorsements, assignments and other instruments of conveyance and transfer reasonably satisfactory in form and substance to Buyer's counsel, effecting the sale, transfer, assignment and conveyance of the Assets to Buyer (referred to collectively as "Seller's Closing Documents") including, without limitation, the following:

- (a) an assignment of Seller's real property and/or leases as described in Exhibit C hereto, and transferring to Buyer the

the Assets as provided herein.

SECTION 8

BROKERAGE

The parties acknowledge and agree that no party has acted as a broker in connection with the transactions provided for in this Agreement.

SECTION 9

TERMINATION RIGHTS

9.1 Termination. This Agreement may be terminated by either Buyer or Seller, if not then in material default, upon written notice to the other upon the occurrence of any of the following:

(a) If the purchase of the Assets by Buyer pursuant to this Agreement shall not have been closed by December 31, 1997;

(b) If any party defaults in the observance or in the due and timely performance of any of its covenants or agreements herein contained;

(c) If there shall be in effect on the Closing Date any judgment, decree or order that would prevent or make unlawful the closing of this Agreement.

9.2 Right to Cure. Notwithstanding any other provision of this Section 9, any termination pursuant to paragraphs (b) or (c) of this Section shall not be effective unless the terminating party shall have given to the other party at least thirty (30) days advance written notice of termination so as to afford the other party the opportunity to cure.

SECTION 10

ATTORNEY'S FEES AND EXPENSES

Each party shall pay its own attorney's fees and expenses which it initiates, creates, or incurs in connection with the negotiation, preparation and execution of this Agreement.

SECTION 11

NOTICES

(a) All notices, requests, demands, waivers, consents and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when deposited in the United States Mail registered or certified, postage prepaid, addressed to the party to be notified as follows:

If to Seller: Mr. David F. Becker
 President
 Peninsula Communications, Inc.
 P.O. Box 109
 Homer, AK 99603

With a copy to: Jeffrey D. Southmayd, Esq.
 Southmayd & Miller
 1220 19th Street, N.W., Suite 400
 Washington, D.C. 20036

If to Buyer: David Buchanan
 President
 17505 Meadow Creek Drive
 Eagle River, Alaska 99577

(b) Either party may change its address for notice purposes by providing a notice in accordance with this Section.

SECTION 12

MISCELLANEOUS

12.1 Captions. Section titles or captions contained in this Agreement are for convenience of reference only, and shall not define, interpret or limit this Agreement.

12.2 Entire Agreement. This Agreement and the annexed Exhibits constitute the entire agreement of the parties relating to the subject matter hereof and are intended to supersede all prior oral and written understandings between the parties with respect thereto.

12.3 Amendment. This Agreement may be changed, modified or amended from time to time only in writing signed by the parties.

12.4 No Waiver. No provision, condition or covenant of this Agreement shall be waived by either party hereto except by a written instrument delivered to the other party and signed by the party consenting to and to be charged with such waiver. Any provision, condition or covenant which may be waived only with the mutual consent of both parties to this Agreement shall be evidenced by a written instrument signed by both parties.

12.5 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither Buyer nor Seller may assign its rights, duties or obligations under this Agreement without the express prior written consent of the other party.

12.6 Other and Further Documents. The parties hereto agree to execute, acknowledge and deliver, before, at or after the Closing Date, such other and further instruments and documents as may be reasonably necessary to implement, consummate and effectuate the terms of this Agreement, the effective vesting in Buyer of title to the Assets, and/or the successful processing by the Commission of the Assignment Applications.

12.7 Counterparts. This Agreement may be executed in two or more counterparts, all of which taken together shall constitute one agreement. Facsimile copies of signatures are binding.

12.8 Good Faith. All parties hereto shall act in good faith in performing and discharging their respective duties and obligations hereunder.


12.9 Time. Time shall be of the essence in this Agreement.

12.10 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Alaska, without regard to conflict of laws.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their duly authorized representatives as of the day and year first above written.

BUYER:

COASTAL BROADCAST
COMMUNICATIONS, INC.

By: 
David Buchanan

SELLER:

Peninsula Communications, Inc.

By: 
David F. Becker

EXHIBIT A

K257DB, Anchor Point, AK	BRFT-951124ZF
K265CK, Kachemak City, AK	BRFT-951124ZE
K272CN, Homer, AK	BRFT-951124YW
K274AB, Kodiak, AK	BRFT-951124ZH
K285AA, Kodiak, AK	BRFT-951124JZ
K285EF, Kenai, AK	BRFT-951124UT
K272DG, Seward, AK	BRFT-951124ZG
K285EG, Seward, AK	BRFT-951124ZK
K283AB, Kenai, AK	BRFT-951124YU

EXHIBIT B

NONE

EXHIBIT C

Kodiak lease at transmitter site for space and power.

Seward lease at transmitter site for space and power.

Soldotna lease at transmitter site for space and power.

Kenai lease at transmitter site for space and power.

Homer lease at transmitter site for space and power.

Kachemak City lease at transmitter site for space and power.

EXHIBIT D

NONE